

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
DOCKET NO. 00-0219**

REDACTED VERSION

**DIRECT TESTIMONY OF RONALD J. CATE
ON BEHALF OF ILLINOIS BELL TELEPHONE COMPANY**

Ameritech Illinois Ex. 2.0 - public

Witness
Date 4/15/2004 Reporter

OFFICIAL FILE
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1 **Q. Please state your name and business address.**

2 **A. My name is Ronald J. Cate. My business address is 350 North Orleans, Floor 5, Chicago,**
3 **Illinois 60654.**

4
5 **Q. By whom are you employed and in what capacity?**

6 **A. I am currently employed by SBC/Ameritech as a Network Performance Manager for**
7 **Interconnection Services in the Industry Markets Division. Interconnection Services is**
8 **the SBC/Ameritech business unit segment that provides communications products and**
9 **services (including Resale services and Unbundled Network Elements) to other**
10 **telecommunications providers, including Competitive Local Exchange Carriers**
11 **("CLECs").**

12
13 **Q. How long have you been employed by Ameritech Illinois?**

14 **A. I have been employed by Ameritech Corporation or its predecessor and subsidiaries for**
15 **approximately 29 years.**

1 **Q. What is your educational background?**

2 A. I received a Bachelor of Arts Degree from Illinois Benedictine College in 1980.

4 **Q. Please describe your work experience and general duties.**

6 A. My work experience includes Regional Service and Network Performance Management.

7 I am responsible for managing and directing technical product provisioning, developing
8 Business Project Plans, and performing technical and advisory liaison functions between
9 Ameritech operating companies, including Illinois Bell Telephone Company ("Ameritech
10 Illinois"), and CLECs. My general duties include service and process support for the
11 provisioning and maintenance of SBC/Ameritech network-based products sold to
12 wholesale customers, such as CLECs. My responsibilities include the duty to ensure that
13 the quality of products and services that Interconnection Services provides meets
14 applicable market and regulatory standards, including those in various interconnection
15 agreements. My staff and I coordinate with the Central Local Operations Center ("LOC")
16 to provision and maintain products and services within established performance criteria
17 guidelines.

19 **Q. What is the purpose of your testimony?**

20 A. The purpose of my testimony is to review and describe Ameritech Illinois' performance in
21 providing unbundled loops to 21st Century. I will address 21st Century's allegations that
22 Ameritech Illinois has allegedly (1) failed to timely provision unbundled loops in a non-

1 discriminatory manner, (2) failed to notify 21st Century electronically or via manual
2 communication in instances where it is unable to timely provision loops, and (3) failed to
3 provide or negotiate new provisioning commitment dates when it fails to meet its
4 previous commitment dates. In particular, I will explain that, although Ameritech Illinois
5 has missed some loop provisioning due dates for 21st Century, Ameritech Illinois has
6 provided unbundled loops in a timely manner and on a nondiscriminatory basis in
7 accordance with the requirements of the Ameritech Illinois/21st Century Interconnection
8 Agreement and controlling law. My testimony also will demonstrate that Ameritech
9 Illinois, to the best of its ability, communicates order provisioning and processing
10 information regarding orders potentially or allegedly missed ("jeopardy notifications") to
11 21st Century. Finally, I will explain why Ameritech Illinois does not automatically or
12 indiscriminately provide a new due date whenever the previously assigned due date has
13 not been met.

14
15 **Q. What is an "unbundled loop"?**

16 **A.** The Ameritech Illinois/21st Century Interconnection Agreement defines "Local Loop
17 Transmission" or "Loop" as "the transmission path which extends from the Network
18 Interface Device or demarcation point at a Customer's premises to the Main Distribution
19 Frame or other designated frame or panel in a Party's Wire Center or Switching Center
20 which serves the Customer. Loops are defined by the electrical interface rather than the
21 type of facility used." (Interconnection Agreement, Sch. 1.2 at 7).

1 **Q. Please describe how an unbundled loop is ordered and provisioned.**

2 **A. A CLEC submits an ordering form (a Local Service Request or "LSR") to the Local**
3 **Service Center ("LSC") via an electronic interface ("EDI"). If the electronic order is**
4 **incomplete or inaccurate, it will not be processed and a reject message is prepared and**
5 **electronically communicated to the CLEC. If the order is not rejected, a circuit ID and**
6 **other critical order information are assigned electronically.**

7
8 Upon receipt of a valid LSR for an unbundled loop from 21st Century, the Ameritech
9 Illinois service center returns an electronic Firm Order Confirmation ("FOC") to the
10 CLEC acknowledging receipt and acceptance of the request. The FOC lists Unbundled
11 Network Element(s) ordered by 21st Century and Ameritech Illinois' expected
12 commitment date for order completion. Ameritech Illinois makes every effort to meet the
13 commitment dates and, when Ameritech Illinois' work is complete, it notifies 21st
14 Century of the completion both electronically and by a phone call.

15
16 **Q. Please describe the FOC in greater detail.**

17 **A. Once 21st Century places a valid order for unbundled loops with Ameritech Illinois,**
18 **Ameritech Illinois electronically returns a FOC. The FOC contains a number of things,**
19 **including: the Ameritech Illinois-assigned service order number, the Common Language**
20 **Circuit Identifier, and the date Ameritech Illinois expects to meet for provisioning the**
21 **request (the Order Assigned Due Date). The FOC is processed on a nondiscriminatory**

1 basis and is targeted to be communicated to 21st Century within forty-eight (48) hours of
2 Ameritech Illinois' receipt of a valid order. Ameritech Illinois also notifies 21st Century
3 of instances where Ameritech Illinois' assigned due date is in jeopardy of not being met.
4 This allows 21st Century to decide whether the order in jeopardy should be rescheduled.
5 If the order is not rescheduled by 21st Century, Ameritech Illinois makes every effort to
6 meet the order assigned due date.

7
8 **Q. How does Ameritech Illinois determine the assigned due date for a loop?**

9 **A.** The date the order is expected to be complete, or the "assigned Due Date," is either the
10 due date defined in the Interconnection Agreement or, if 21st Century desires a due date
11 after the date provided for in the Interconnection Agreement, the desired due date.

12
13 **Q. What performance benchmarks does the Interconnection Agreement establish for**
14 **the provisioning of loops?**

15
16 **A.** Schedule 9.10 of the Interconnection Agreement provides that orders for 1-24 non-DS1
17 loops must be provisioned within 5 business days, 25-48 loops within 6 business days,
18 49-96 loops within 7 business days, and 97 or more loops within a time frame to be
19 negotiated. Standards of performance are defined in the Interconnection Agreement,
20 Article IX, Section 9.10. Because an unbundled loop order can not be provisioned until
21 Ameritech Illinois receives a clean order, these intervals begin once Ameritech Illinois
22 receives a clean order.

1 **Q. What does Ameritech Illinois consider a "valid" or "clean" order?**

2 **A. An order is not "clean" if it is incomplete or incorrect. In order to be complete and**
3 **correct, all the fields on the LSR must be accurately filled in and the fields must properly**
4 **relate to one another.**

5
6 **Q. What happens when an order is incomplete or incorrect?**

7 **A. When an order is incomplete or incorrect, it is electronically rejected back to 21st**
8 **Century. 21st Century must then resubmit the order with the necessary corrections. If**
9 **the resubmission is complete and correct, the order is electronically accepted and the**
10 **FOC is prepared and sent to 21st Century.**

11
12 **Q. Are 21st Century's loop orders often incomplete or incorrect?**

13 **A. Yes. Attached is a list of orders that were rejected for being incomplete or incorrect, and**
14 **the specific reason for each rejection. (Sch. RJC-1).**

15
16 **Q. In determining whether a due date has been met, when does Ameritech Illinois**
17 **consider an order completed?**

18
19 **A. Ameritech Illinois considers a due date to be met when the work Ameritech Illinois is**
20 **required to do is finished on or before the due date. If Ameritech Illinois completes its**
21 **work at any time during the due date, Ameritech Illinois considers the due date met.**

1 Q. How many loops has Ameritech Illinois installed for 21st Century over the last few
2 months?

3
4 A. According to our records, the number of unbundled loops installed for 21st Century were
5 as follows: [] loops in December 1999; [] loops in January 2000; [] loops in February
6 2000; and [] loops in March 2000. I would note, however, that the March number is
7 preliminary, as Ameritech Illinois does not have final numbers at this time.
8

9 Q. Has Ameritech Illinois met the assigned due dates for unbundled loops ordered by
10 21st Century?

11
12 A. Yes. Ameritech Illinois is consistently meeting the applicable provisioning due dates for
13 21st Century. It is important to note that Ameritech Illinois cannot guarantee it will meet
14 100% of the assigned due dates 100% of the time. Nor is it obligated to do so. To the
15 contrary, the Interconnection Agreement requires Ameritech Illinois to provide loops in
16 parity with those provided to other CLECs, itself, subsidiaries or affiliates. The
17 Interconnection Agreement provides,

18 the quality of an unbundled Network Element, as well as the quality of the access
19 to such unbundled Network Element that Ameritech provides to 21st Century,
20 shall be (i) the same for all Telecommunications Carriers requesting access to
21 such Network Element and (ii) at least equal in quality to that which Ameritech
22 provides to itself, its subsidiaries, Affiliates or any other person . . .

23 Interconnection Agreement, § 9.4.1. As I will explain later, Ameritech Illinois has, in
24 fact, provided unbundled loops to 21st Century consistent with this obligation.
25

1 Ameritech Illinois' performance reports, which are supplied to 21st Century each month,
2 contain specific measures for the "average installation interval" for unbundled loops and
3 the "due dates not met" for unbundled loops. 21st Century began purchasing unbundled
4 loops in May of 1999. For the months May through December 1999, Ameritech Illinois
5 met the due dates on 21st Century's loop orders [] % of the time. In January 2000
6 Ameritech Illinois met the 21st Century due dates [] % of the time, and in February 2000
7 Ameritech Illinois met the due dates [] % of the time. Ameritech Illinois' preliminary
8 records indicate that it met the March 2000 due dates [] % of the time. The relevant
9 performance reports are attached as Schedule RJC-2. I am also attaching Schedule RJC-
10 3, which is a table summarizing these reports and other relevant data. These figures
11 indicate that Ameritech Illinois is meeting unbundled loop due dates in a timely and
12 effective manner and consistent with the provisioning performance guidelines outlined in
13 the Interconnection Agreement.

14
15 As I will discuss below, the figures I identified above are consistent and in parity with
16 Ameritech Illinois' provisioning of unbundled loops to other CLECs, and significantly
17 better than Ameritech Illinois provides its affiliate. Moreover, Ameritech Illinois'
18 performance with respect to 21st Century is significantly better than its performance with
19 respect to retail service, as due dates for retail service are missed approximately 10-12%
20 of the time.

1 Q. Please describe how the performance reports are developed.

2 A. The performance reports are developed electronically. The program scans data for orders,
3 due dates, and completion dates, and then compares them. The program also looks at the
4 "missed function code," an alpha numeric descriptor associating the cause of a missed
5 due date, and determines whether missing the assigned due date was the result of an
6 Ameritech Illinois error. If the missed function code indicates that Ameritech Illinois
7 erred, the order is considered a "due date not met" order. If the function code indicates
8 the missed due date was not the fault of Ameritech Illinois, the program does not record
9 the due date as being missed. Examples of instances that would be excluded from the
10 number of due dates missed by Ameritech Illinois are: instances where Ameritech
11 Illinois' work was completed on the assigned due date but, for one reason or another, the
12 CLEC could not be telephonically notified; and instances where the customer, the CLEC,
13 was not ready for service on the order's assigned due date. In the first instance, the due
14 date is considered met because Ameritech Illinois completed its work on the due date. In
15 the second instance, Ameritech Illinois' performance reports do not record the due date as
16 being missed because Ameritech Illinois was not at fault for the delay.

17
18 Q. 21st Century contends that Ameritech Illinois "frequently" misses assigned due
19 dates for provisioning unbundled loops to 21st Century. How do you respond?
20

21 A. 21st Century's allegations are incorrect. As I stated above, Ameritech Illinois has not
22 "frequently" missed due dates nor has it violated the performance and parity standards in

1 the parties' Interconnection Agreement, as suggested by 21st Century. To the contrary,
2 Ameritech Illinois meets its obligations under the Interconnection Agreement. This is
3 evident from Ameritech Illinois' performance reports, which are attached as Schedule
4 RJC-2.

5
6 Indeed, these reports indicate that Ameritech Illinois only missed [REDACTED] of loop order
7 due dates from May through December 1999. In December 1999 Ameritech Illinois only
8 missed [REDACTED] of loop order due dates. In January and February 2000, Ameritech
9 Illinois missed only [REDACTED] and [REDACTED] of loop order due dates, respectively.
10 Although March numbers are preliminary, they indicate that Ameritech Illinois only
11 missed [REDACTED] of loop order due dates. Clearly, these numbers indicate that
12 Ameritech Illinois is not frequently missing loop order due dates and, in fact, meets such
13 dates in the vast majority of cases.

14
15 **Q. Does Ameritech Illinois treat 21st Century the same as any other CLEC or any**
16 **Ameritech Illinois affiliate with respect to loop orders?**

17 **A. Yes.** As indicated above, from May through December 1999, Ameritech Illinois met 21st
18 Century's loop order due dates [REDACTED] % of the time. During 1999, Ameritech Illinois met
19 due dates on loop orders from all CLECs 96.3% of the time. Although the overall
20 percentage for 21st Century is slightly below that for all CLECs, the 21st Century
21 percentage actually bettered the all-CLEC percentage in four of the seven months when

1 21st Century was purchasing unbundled loops in 1999. In January 2000, Ameritech
2 Illinois met 21st Century's loop order due dates []% of the time, while it met due dates
3 on loop orders from all CLECs 92.5% of the time. In February 2000, Ameritech Illinois
4 met 21st Century's loop order due dates []% of the time, while it met due dates on loop
5 orders from all CLECs 93.2% of the time. Although March 2000 numbers are
6 preliminary, it is estimated that Ameritech Illinois met 21st Century's loop order due
7 dates []% of the time. Again, these numbers indicate that Ameritech Illinois is not
8 discriminating against 21st Century in favor of other CLECs.

9
10 With respect to Ameritech Illinois' affiliate, Ameritech Data Network Services,^{1/}
11 December 1999 loop order due dates were missed []% of the time, January 2000 loop
12 order due dates were missed []% of the time, and February 2000 loop order due dates
13 were missed []% of the time. Clearly, Ameritech Illinois is not discriminating in favor
14 of its affiliate, as the missed due date percentages for the affiliate far exceed those for
15 21st Century.

16
17 **Q. Does Ameritech Illinois provide notification to 21st Century if an order is in**
18 **jeopardy of being missed?**
19

^{1/} Ameritech Illinois only has one affiliate, Ameritech Data Network Services (ADNS), that purchases Unbundled Network Elements. ADNS is also known as Ameritech Advanced Data Services (AADS).

1 A. Yes. Ameritech Illinois provides completion and potentially delayed order information to
2 21st Century between approximately 3:30 and 4:30 p.m. each business day. Unless asked
3 by 21st Century to postpone or reschedule the completion of its orders, Ameritech
4 Illinois' expectation is that such orders will be completed and reported as such to 21st
5 Century on the due date. In other words, Ameritech Illinois may continue to complete
6 work during the evening shift to try to get the order completed on the due date.

7
8 Q. What is done if a due date is missed?

9 A. Typically, if an order is not completed on the due date, Ameritech Illinois makes every
10 effort to complete the order the next business day. Ameritech Illinois and 21st Century
11 do not go through the order supplement process^{2/} unless 21st Century, for one reason or
12 another, does not want the work completed on the following day.

13
14 Q. What happens if 21st Century does not want the work completed the following day?

15 A. A new due date must be established. Setting a new due date requires some cooperation
16 from 21st Century. Ameritech Illinois expects that 21st Century will often need to
17 contact its customer to establish a new due date, rather than leaving to Ameritech Illinois
18 the task of unilaterally setting a new date that may or may not work for 21st Century's

^{2/} A supplemental order is required whenever 21st Century elects to change critical information needed to process the unbundled loop order. For instance, address changes, due date changes, or changes in circuit requirements would require a supplemental order.

1 end user. Once a new due date is established, Ameritech Illinois makes its best effort to
2 meet the due date agreed to by the CLEC and its end user.

3
4 **Q. 21st Century witness Bosques asserts that Ameritech Illinois' performance reports**
5 **are inaccurate and that Ameritech Illinois is actually missing about twice as many**
6 **orders as Ameritech Illinois' performance reports indicate. How do you respond?**

7
8 **A.** First, I would like to point out that Ameritech Illinois keeps accurate records of order
9 completions, and I set forth these percentages above. Ms. Bosques asserts that Ameritech
10 Illinois was late in provisioning 21st Century's loop orders 12.7%, 9.4% and 12.0% of
11 the time, respectively, for orders placed in the months of January, February, and March
12 2000, and that Ameritech Illinois missed on average 11.4% of all assigned due dates for
13 21st Century in January and February 2000. Ms. Bosques, however, provides no
14 supporting documentation for these percentages and no explanation of how they were
15 derived.

16
17 **Q. Can you provide any explanation for why 21st Century's calculation of missed due**
18 **dates is different from Ameritech Illinois' calculations?**

19
20 **A.** One explanation I can offer for why these numbers differ is that, perhaps, 21st Century
21 determines the completion date differently than Ameritech Illinois. Although I do not
22 know how 21st Century calculates when a due date is actually missed, and Ms. Bosques
23 does not explain how 21st Century does so, Ameritech Illinois considers an order
24 complete when Ameritech Illinois' work is done. Thus, so long as Ameritech Illinois'

1 work is completed on the due date, Ameritech Illinois' performance reports indicate that
2 the due date was met. It is possible that 21st Century does not consider an order
3 complete and a due date met until 21st Century receives actual telephonic notice of order
4 completion or completes its own work.

5
6 For example, Ameritech Illinois occasionally may be unable to telephonically contact
7 21st Century immediately after Ameritech Illinois' work is complete. Although
8 Ameritech Illinois has made, and continues to make, every effort to telephonically contact
9 21st Century immediately upon completion of its work, notification calls placed by
10 Ameritech Illinois in the past have frequently gone unanswered by 21st Century,
11 particularly calls made after 4:30 p.m. As a result, even though the order was completed
12 on the due date, 21st Century may not have been available to receive telephonic notice of
13 the completion until after the due date. Under such circumstances, although Ameritech
14 Illinois considers the due date met, 21st Century might incorrectly consider the due date
15 not to be met. Indeed, it is significant that the problem of providing telephonic notice to
16 21st Century after 4:30 p.m. has recently been dramatically reduced because 21st Century
17 has become more available to answer calls during the evening shift.

18
19 **Q.** Can you provide any other explanation for why 21st Century's calculation of missed
20 due dates is different from Ameritech Illinois' calculation?
21

1 A. The difference between the percentages in Ameritech Illinois' performance reports and
2 21st Century's testimony could also be attributed to 21st Century including orders that
3 were missed for reasons other than an error by Ameritech Illinois. For instance, 21st
4 Century may be including instances where 21st Century was not ready for order
5 completion on the due date and, hence, the due date was missed. Ameritech Illinois'
6 performance reports properly do not record such instances as orders missed by Ameritech
7 Illinois. Our records indicate that in December 1999, January 2000, and February 2000,
8 there were 22, 5 and 6 instances, respectively, where 21st Century delayed the order
9 completion because it was not ready. A list of these orders has been attached as Schedule
10 RJC-4. Clearly, because these missed orders were the result of a 21st Century error,
11 rather than an Ameritech Illinois error, it is proper to exclude them from the calculation
12 of how many order due dates Ameritech Illinois has missed.

13
14 Of course, I do not know for certain whether 21st Century incorrectly included these two
15 types of "missed" orders in its calculations. As I indicated above, however, it would be
16 inappropriate to include these instances in the calculation because either Ameritech
17 Illinois completed its work on the due date or Ameritech Illinois was not responsible for
18 the due date being missed.^{3/}

^{3/} It is important to note that the aforementioned orders are not the only type of orders that 21st Century may be erroneously including in its calculation of missed due dates. As I describe later in my testimony, on page 12, lines 11-16, of Mr. Kitchen's testimony, he erroneously states that Ameritech Illinois missed due dates on several orders. As I explain later in this testimony,

1 Q. Even if one accepted 21st Century's methodology (whatever that is), is there any
2 evidence that Ameritech Illinois is discriminating against 21st Century or impeding
3 its ability to compete?

4 A. No. Even if one accepted 21st Century's methodology for computing due dates missed
5 for unbundled loops, the same methodology would have to apply to all other CLECs, in
6 which case 21st Century still would be treated at parity with all other CLECs, and
7 Ameritech Illinois' affiliate. Further, percentages computed by 21st Century are not
8 materially different than the percentages of due dates missed for Ameritech Illinois' retail
9 service customers, as I explain below.

10
11 Q. 21st Century contends that its customers have experienced service outages when
12 Ameritech Illinois misses loop due dates. Please respond.

13
14 A. 21st Century fails to provide any proof to support this assertion. Moreover, although
15 Ameritech Illinois may have on occasion been unable to provide telephonic same-day
16 order completion notification to 21st Century (for the reasons I described previously),
17 21st Century may often be to blame for customer service interruptions, to the extent, if

for each of the orders to which 21st Century refers, Ameritech Illinois completed its work on the due date. It would be inappropriate for 21st Century to include these orders in its calculation of the number of missed due dates, and doing so would inappropriately increase the due dates missed percentages. These instances are just examples of how 21st Century may have miscalculated the percentages, and there certainly could be other types of orders erroneously included in 21st Century's calculations. Of course, because 21st Century chose not to explain how it calculated its percentages, even though it obviously was well aware that they deviated from Ameritech Illinois' performance reports, Ameritech Illinois can only speculate as to what 21st Century actually did.

1 any, that such service interruptions have actually occurred. For example, service outages
2 may be the result of Connecting Facility Assignment errors on the part of 21st Century.
3 Additionally, 21st Century may fail to communicate a port activation message to the
4 Neustar Number Portability Administration Center (NPAC) after Ameritech Illinois
5 completes its work, thus preventing the number from being ported and preventing the
6 customer from receiving incoming calls. These facts are undisputed as 21st Century has
7 admitted that it is responsible for some delays in its customers initiating new service with
8 21st Century.

9
10 **Q. But 21st Century has stated that the instances in which it was responsible for**
11 **customer service outages are not the subject of this complaint. How do you**
12 **respond?**

13
14 **A.** With respect to unbundled loop provisioning, 21st Century has presented percentages
15 where unbundled loop order due dates were allegedly missed without describing where
16 those numbers came from, why or how those due dates were missed, or who was
17 responsible for the miss. 21st Century has not explained whether it differentiates between
18 instances where Ameritech Illinois was at fault for the missed due date from instances
19 where 21st Century or some other cause was at fault. Ameritech Illinois' performance
20 reports provide an accurate account of when due dates were missed as a result of
21 Ameritech Illinois' conduct, and these missed due dates are the only relevant ones in this
22 proceeding.

1 More importantly, despite 21st Century's contentions, 21st Century may very well have
2 included within this docket instances where it was responsible for any alleged service
3 outages. On page 12, lines 11-16, of 21st Century witness Howard Kitchen's testimony,
4 he refers to a list of order due dates that were allegedly missed by Ameritech Illinois. Mr.
5 Kitchen's testimony suggests that these orders reflect instances where Ameritech Illinois
6 missed order due dates. Mr. Kitchen's suggestion, however, is wrong. Originally, these
7 orders were presented by Ameritech Illinois to 21st Century because Ameritech Illinois
8 was concerned that 21st Century, on each of these orders, had reported trouble on
9 Ameritech Illinois unbundled loops *before* 21st Century completed its own work. In fact,
10 the due dates on these orders were *not* missed by Ameritech Illinois; rather, on each of
11 these orders, 21st Century reported trouble on the loop order before 21st Century
12 activated the ports through the NPAC. This type of conduct on the part of 21st Century
13 resulted in Ameritech Illinois processing approximately 150 orders that were
14 subsequently canceled by 21st Century in March 2000, thus placing administrative and
15 operational burdens on Ameritech Illinois, and potentially impeding Ameritech Illinois'
16 ability to minimize missed conversion schedules for all other CLECs. Given this serious
17 interruption in Ameritech Illinois' processing of unbundled loop orders, the fact that due
18 dates were met as often as they were is a strong attestation to Ameritech Illinois'
19 performance.

20

1 Q. 21st Century asserts that Ameritech Illinois' failure to meet some loop due dates
2 impedes 21st Century's ability to effectively compete. How do you respond?

3
4 A. 21st Century provides no proof to support this allegation. As I stated earlier, Ameritech
5 Illinois has not "frequently" missed such dates and has not violated the standards of the
6 parties' Interconnection Agreement nor discriminated against 21st Century in favor of
7 other CLECs, Ameritech Illinois' affiliate, or itself. Moreover, in order to constitute a
8 violation of Section 13-514 of the PUA, Ameritech Illinois must "knowingly" or
9 "unreasonably" impede competition. Although I am not a lawyer, Ameritech Illinois has
10 not knowingly or unreasonably impeded competition, as it has used its best efforts to
11 provide unbundled loops in a timely manner to 21st Century, and has in fact done so.

12
13 Q. 21st Century asserts that Ameritech Illinois compounds the problem of missed due
14 dates by failing to provide electronic notice that the due date is in jeopardy and
15 failing to schedule a new due date once the original due date is missed. How do you
16 respond?

17
18 A. Before 21st Century filed its Complaint, the parties engaged in numerous discussions of
19 the issues raised in this Complaint, in person, in writing and by telephone. The parties'
20 discussions led to a resolution of the issues of Ameritech Illinois electronically notifying
21 21st Century of its inability to meet due dates, as well as Ameritech Illinois providing
22 new commitment dates under such circumstances. The only question remaining is
23 whether Ameritech Illinois and 21st Century are carrying out the terms of this resolution.

24
25 Q. How did the parties resolve the issue of notice that an order is in jeopardy?

1 A. First, every effort is made by the Ameritech Local Operations Center ("LOC") to
2 complete residential loop orders by 4:30 p.m. each day. However, this is not always
3 possible. As a result of the agreement with 21st Century, Ameritech Illinois notifies 21st
4 Century by telephone between 3:30 p.m. and 4:30 p.m. of orders that are in jeopardy of
5 not being completed on that day. Unless 21st Century asks to postpone or reschedule the
6 order completion, the order is handed off to an Ameritech Illinois evening technician,
7 who is expected to complete the order during the evening shift and report the completion
8 to 21st Century on the due date.

9
10 Q. When was this solution put in place?

11 A. Ameritech Illinois sent an e-mail message to all LOC personnel on February 21, 2000.
12 The message sets forth the process by which Ameritech Illinois is to notify 21st Century
13 of any difficulty getting orders completed before 4:30 p.m. and informs personnel that
14 they must give those orders to the night crew for completion. This process was put in
15 place on or about March 6, 2000.

16
17 Q. How many times has Ameritech Illinois provisioned a loop after 4:30 p.m. under the
18 new system?

19
20 A. Ameritech Illinois does not have this type of information readily available because our
21 Operations Support Systems retain and measure performance by due date only, not the
22 precise time of completion. After a brief manual review of our records, however, I was

1 able to locate at least thirteen (13) loop orders that were completed for 21st Century after
2 4:30 p.m. in March 2000, and there may have been more loop orders completed during
3 the evening shift that I have been unable to locate at this time. This is a far cry from 21st
4 Century's allegation, on page 7, lines 13-15, of Ms. Bosques's testimony, that Ameritech
5 Illinois has provisioned only four loops after 4:30 p.m. I have attached a list of these
6 orders to my testimony as Schedule RJC-5.

7
8 **Q. How did the parties resolve the issue of setting new due dates?**

9 **A. With respect to 21st Century's claim that Ameritech Illinois does not set a new due date**
10 **once the original due date is missed, as I stated earlier in my testimony, Ameritech**
11 **Illinois makes every effort to complete the order the next business day. More**
12 **importantly, Ameritech Illinois expects that 21st Century will often need to contact its**
13 **customer to establish a new due date, rather than having Ameritech Illinois unilaterally**
14 **set a new date that may not work for 21st Century's end user. Once a new due date is**
15 **established through the joint effort of Ameritech Illinois, 21st Century and 21st Century's**
16 **end user, Ameritech Illinois makes its best effort to meet that due date.**

17
18 **Q. In the Direct Testimony of Loris Bosques, 21st Century contends that Ameritech**
19 **Illinois is not performing loop orders after hours as it agreed to do, and that**
20 **Ameritech Illinois does not notify 21st Century of any delays that will occur beyond**
21 **4:30 p.m. How do you respond?**
22

1 A. There is no support for 21st Century's contention. As I stated above, Ameritech Illinois
2 contacts 21st Century between 3:30 p.m. and 4:30 p.m. about any orders that are in
3 jeopardy of being missed. If 21st Century does not request that the order in jeopardy be
4 postponed or rescheduled, Ameritech Illinois makes every effort to meet the assigned due
5 date, even if that means performing the order completion on the evening shift. In fact,
6 Ameritech Illinois always has someone available after 4:30 p.m. in the LOC to handle
7 any evening order completions. Moreover, contrary to 21st Century's assertions, it is
8 Ameritech Illinois' experience that 21st Century has not been regularly available to
9 accept orders completed after 4:30 p.m., as 21st Century claims. In fact, many order
10 completion notification calls to 21st Century after 4:30 p.m. have gone unanswered or
11 unacknowledged.

12
13 For example, of the thirteen orders that I mentioned were completed in March 2000 after
14 4:30 p.m., there were four situations where Ameritech Illinois was unable to
15 telephonically communicate the completion to 21st Century on the night of the
16 completion (the due date) because no one was available at the 21st Century office. Those
17 orders numbers were C2485149366, C2485141290, C2485146683 and C2485143424. In
18 each situation, the order was cut over on the due date and the technician attempted to call
19 21st Century that night, but the technician's call was not answered by 21st Century.^{4/} As

^{4/} It should be noted that a phone call from Ameritech Illinois is not the only order completion notification that 21st Century receives. Our system electronically communicates the

1 a result, Ameritech Illinois called 21st Century on the next business day and informed it
2 of the completion at that time.

3
4 On page 7, lines 16-18, of her direct testimony, 21st Century witness Loris Bosques
5 asserts, "were Ameritech to do what it implied it would do, i.e., provision orders on the
6 FOC date even if that means doing so after hours, we would have no issue." Clearly,
7 Ameritech Illinois is doing its part to make the negotiated resolution between the parties
8 succeed. Ameritech Illinois is performing order completions after hours and is
9 attempting to call 21st Century on the same day as the completion to provide notice of the
10 completion. 21st Century, however, has failed to do its part, at least on occasion.
11 Ameritech Illinois is fulfilling its part of the bargain and, if 21st Century begins
12 consistently doing its part, the parties' previously-negotiated resolution of this issue
13 should end any dispute.

14
15 Q. 21st Century asserts that Ameritech Illinois meets its commitments to provision
16 network access lines to retail customers, or notifies them if such dates will not be
17 met. 21st Century then argues that, because Ameritech Illinois does not do the same
18 with respect to loops provisioned to 21st Century, Ameritech Illinois' conduct
19 violates its obligation to provide non-discriminatory access to unbundled network
20 elements. How do you respond?

21
22 A. First, Ameritech Illinois does not meet retail service commitment dates 100% of the time.

23 However, Ameritech Illinois does meet the commitment dates it quotes to retail service

order completion to 21st Century via the EDI interface on the day the order is completed.

1 customers in the vast majority of situations, just as it does for UNE orders submitted by
2 competing carriers. Specifically, due dates for retail service were missed 10.8% of the
3 time in December 1999, 11.8% of the time in January 2000, and 10.4% of the time in
4 February 2000. For those same time periods, the due dates missed percentages for 21st
5 Century's unbundled loop orders were []%, []% and []%, respectively. Thus, there
6 clearly has been no favoritism toward retail customers, as the due dates for retail
7 customers have, in fact, been missed more often than the due dates for 21st Century's
8 loop orders. Although Ameritech Illinois' performance is not flawless for either 21st
9 Century or retail customers, Ameritech Illinois has met the applicable provisioning
10 standards for both types of customers and has not acted in a discriminatory fashion.
11

12 **Q. How did you calculate the percentages of missed retail service due dates that you**
13 **mentioned above?**

14
15 **A. In calculating the percentages of missed retail due dates, I included due dates for**
16 **Ameritech Illinois field visits for business and residential customer service. I have**
17 **excluded retail orders for "line translations only" work. "Line translations only" work is**
18 **excluded because it is unlike any unbundled loop order work done for a CLEC, in that it**
19 **does not require any physical labor, rather, "line translation only" work can be done**
20 **electronically and encompasses such things as changing features, adding caller ID, or PIC**
21 **(Primary Interexchange Carrier) changes. Because "line translations only" work is totally**
22 **different from work necessary to provision unbundled loop orders for CLECs, including**

1 it in the calculations would distort any comparison between retail and wholesale due
2 dates. Any attempted comparison between retail service and unbundled loops must
3 exclude situations where no physical labor was needed. Doing so makes retail service
4 provisioning work more comparable to the field dispatch work done for provisioning
5 unbundled loops.
6

7 **Q. Please summarize your testimony.**

8 **A.** Ameritech Illinois has been working and continues to work on resolving the issues raised
9 by 21st Century in its Complaint. The alleged failure by Ameritech Illinois to meet a few
10 unbundled loop order due dates of 21st Century does not violate the parties'
11 Interconnection Agreement and is not discriminatory, and 21st Century has not provided
12 any evidence to the contrary.
13

14 **Q. Does this conclude your direct testimony?**

15 **A.** Yes.

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